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Enclosed is your copy of the new consulting agreement which has been countersigned by an officer of IDA.

Also enclosed are several Consultant Service and Travel Voucher Worksheet forms.

Very truly yours



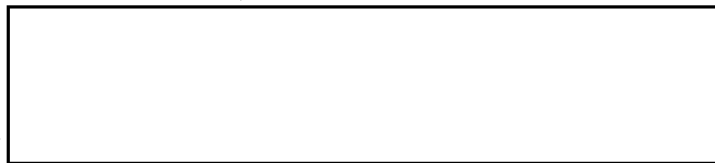
Administrative Officer

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Enclosures

Declass Review by NIMA/DOD

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AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, executed as of the 9th day of April 1969

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(hereinafter called "the Consultant") and [redacted] a non-profit corporation organized and existing under the laws of the State of [redacted] hereinafter called [redacted]

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WITNESSETH:

WHEREAS [redacted] is conducting certain programs of study and research under contracts with the United States Government; and

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WHEREAS [redacted] is conducting a self-sponsored program of study and research; and

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WHEREAS the Consultant desires to aid [redacted] in conducting such studies and research;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

ARTICLE 1. SERVICES

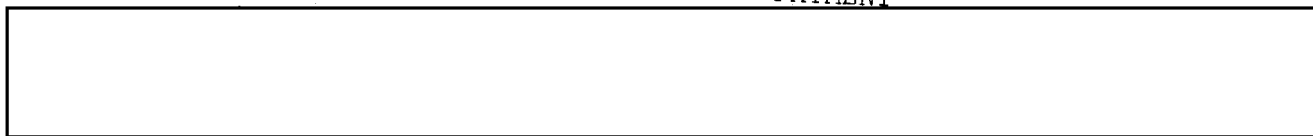
A. From the date of this agreement until this agreement is superseded or terminated, the Consultant shall perform such services as he and [redacted] jointly determine to be desirable in conducting [redacted] programs of study and research.

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B. This agreement is made with the Consultant as an independent contractor and not as an employee of [redacted]

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ARTICLE 2. PAYMENT



In addition, [redacted] shall pay to the Consultant for all expenses incurred by the Consultant in the performance of said services, and approved by [redacted] the costs of telephone and telegraph, reasonable actual subsistence expenses, and the cost of transportation by common carrier. When approved by [redacted] the Consultant may be reimbursed for use of motor vehicle other than common carrier or rented automobile at the rate of ten cents (10¢) per mile in lieu of the actual expenses of such transportation.

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### ARTICLE 3. EQUIPMENT AND DATA

☐ shall furnish to the Consultant, without cost to the Consultant, such equipment and data as ☐ in its discretion deems necessary for the Consultant's performance of the work. Upon completion of the work or termination of the work, as provided in Article 8 hereof, the Consultant shall within a reasonable period of time after such completion or termination return such equipment and data to ☐ without cost to the Consultant.

### ARTICLE 4. PATENT RIGHTS

A. The Consultant shall disclose promptly to ☐ all inventions, improvements or discoveries conceived or first actually reduced to practice in the performance of work under this agreement. Such disclosure will be accompanied by a statement of election as to whether or not the Consultant intends to file a patent application thereon.

B. If the Consultant elects not to file a patent application, or if ☐ is obligated under its contract with the Government to transfer all patent rights in the inventions to the Government, the Consultant agrees to sign all necessary documents which may be prepared by or on behalf of the Government and to convey to the Government the full rights to said invention, improvement or discovery for the United States and all foreign countries together with all patent applications filed thereon and all patents which may be issued on such invention, improvement or discovery.

C. If the Consultant elects to file a patent application, and ☐ is not under obligation to transfer all rights therein to the Government, the Consultant agrees to grant or secure to the Government all licenses or other rights which ☐ would be obligated to furnish the Government under its contract or contracts with the Government so that the Government shall have such rights to the same extent as if the Consultant has assigned all rights to ☐. The Consultant further agrees to conform to all requirements as to disclosure, time of filing and notice to the Government as required in said contract or contracts between ☐ and the Government and in all respects to satisfy all requirements and obligations set forth in said contract to the same extent that ☐ would have been required to do if it had acquired title to the invention from the Consultant.

D. All expenses involved in filing and prosecuting patent applications under paragraph C hereof shall be borne by the Consultant, and all rights other than those conveyed to the Government shall be retained by the Consultant and may be assigned or conveyed by him to others.

E. Upon notification by the Consultant of an invention, improvement or discovery conceived or first actually reduced to practice in the performance of the work, ☐ shall instruct the Consultant in the formal requirements which he is obligated to follow, whenever requested by the Consultant.

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#### ARTICLE 5. COPYRIGHTS

The Consultant agrees to grant to ☐ and to the Government and its officers, agents and employees acting within the scope of their official duties the right to duplicate, use and disclose in any manner and for any purpose whatsoever, and for others so to do, all copyrightable material which the Consultant first produces or composes as the result of the services performed under this agreement.

#### ARTICLE 6. CLEARANCE FOR PUBLICATION

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No information developed in the performance of consulting services under this agreement shall be published or divulged in any thesis, writing, public lecture, patent application and the like without prior submission of the manuscript or material to ☐ for clearance. The Consultant agrees to be bound by the decision of ☐

#### ARTICLE 7. FEDERAL, STATE AND LOCAL TAXES

Federal, State and local taxes will be deducted from compensation paid hereunder to the extent required by law.

#### ARTICLE 8. TERMINATION

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This agreement may be terminated in whole or in part by either party at any time upon thirty (30) days written notice to the other party. Such termination notice shall be addressed to the Consultant at the address noted above and to ☐ ☐ Upon such termination the Consultant shall be paid for work performed prior to such termination.

#### ARTICLE 9. SECURITY

If the Consultant or any person under his control has access to classified information while working under this agreement, the following provisions shall apply:

A. The Consultant agrees to provide and maintain a system of security controls in accordance with the requirements of ☐ and the "Department of Defense Industrial Security Manual for Safeguarding Classified Security Information," as amended.

B. ☐ agrees that it shall indicate when necessary the classification of any supplies, materials or information utilized in the performance of this agreement.

C. Representatives of the Government or ☐ shall have the right to inspect at reasonable intervals the procedures, methods and facilities utilized by the Consultant in complying with the requirements of this Article.

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D. It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all Department of Defense information classified "Confidential" including "Confidential--Modified Handling Authorized" or higher that may come to the Consultant or any person under his control in connection with the work under this contract may subject the Consultant, his agents, employees and subcontractors to criminal liability under the Laws of the United States. (See the Atomic Energy Act of 1954, Public Law 703, 83rd Congress. See also Title 18, U. S. Code Sects. 793, 794, 795, 797 and 798 and Executive Order 10104 of February 1, 1950, Executive Order 10501 dated November 5, 1953.)

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Attest

Attest



14 April 1969

IDA Form 22 - 4/66